

CHICAGO AND



TRANSPORTATION COMPANY

RECORDED MAY 11 1979

6562-A

May 8, 1979

File No.: A-8020

No.

Date

Fee \$

MAY 11 1979

BERNARD J. ALLEN  
DIANE KOHLER-RAUSCH  
JOAN A. SCHRAMM  
ASSISTANT SECRETARIES

Interstate Commerce Commission

Washington D. C. 20423

Attention: Mr. H. Gordon Homme, Jr. Secretary

Gentlemen:

Pursuant to Section 11303(a) (formerly 20c) of the Interstate Commerce Act, as amended attached for recordation are Counterpart Nos. 1 to 4, inclusive, of Release and Bill of Sale dated 5/1/79 for equipment under the Conditional Sale Agreement and Agreement and Assignment dated as of 4/11/72, which was assigned Recordation No. 6562.

Enclosed is our check for \$10.00 to cover your recording fee. Please return Counterpart Nos. 2 to 4, inclusive showing your recordation data. (Final Release).

Very truly yours,

*Diane Kohler-Rausch*  
Diane Kohler-Rausch  
Assistant Secretary

DKR:ps

Enclosures

cc: G. R. Charles, A-173\*

R. D. Smith

F. E. Cunningham, Attn: H. Labno\*

R. F. Guenther, Attn: J. James\*

D. E. Stockham, Attn: G. Ogura\*

Arthur Andersen & Co.,

Attn: Gary Holdren\*

RECEIVED  
MAY 11 1 57 PM '79  
FEE OPERATIONS  
I.C.C.

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/14/79

OFFICE OF THE SECRETARY

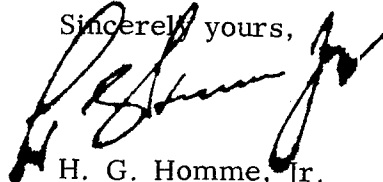
Diane Kohler-Rausch  
Chicago & North Western Transp. Co.  
400 West Madison Street  
Chicago, Illinois 60606

Dear

**Ms. Kohler-Rausch:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/11/79 at 2:00pm, and assigned recordation number(s). 6562-A

Sincerely yours,



H. G. Homme, Jr.  
Secretary

Enclosure(s)

SE-30  
(3/79)

RELEASE AND BILL OF SALE

Counterpart No 1 of 5  
A-8020  
A-173 6562-A

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of April 11, 1972 between NORTHWEST PROPERTIES CO., an Illinois corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter called "Railway"), Seller agreed to sell and Railway agreed to buy one hundred seventy-one steel box cars described on Schedule A attached hereto (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of April 11, 1972, between Seller and FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE (hereinafter referred to as "Assignee") Seller assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, effective June 1, 1972, Railway assigned all of its interest in said Conditional Sale Agreement and the Equipment to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, Assignee has received from Railway full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railway with respect to the Equipment have been satisfied in full:

NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railway, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, FIRST WISCONSIN NATIONAL BANK  
OF MILWAUKEE, acting in accordance with the terms and conditions  
of the aforementioned Conditional Sale Agreement has caused this  
instrument to be executed in its corporate name by one of its  
Vice Presidents and its corporate seal to be hereunto affixed and  
attested by its *Administrative Asst.* this *1st* day of *May*, A.D.  
1979.

FIRST WISCONSIN NATIONAL BANK  
OF MILWAUKEE

By

*[Signature]*  
Vice President

ATTEST:

*Wilma Moravik*

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF MILWAUKEE )

I, Kristie A. Matthews, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that A. Paul Jones and Wilma Moravcik, to me personally known and known to me to be, respectively, a Vice President and an Administrative Assistant of First Wisconsin National Bank of Milwaukee and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledge to me that they are, respectively, a Vice President and an Administrative Asst. of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12<sup>th</sup> day of May, A. D. 1979.

Kristie A. Matthews  
Notary Public

SCHEDULE A  
171  
40'6" STEEL BOX CARS

<u>C&amp;NW</u> <u>Car No.</u>	<u>Purchase</u> <u>Price</u>	<u>C&amp;NW</u> <u>Car No.</u>	<u>Purchase</u> <u>Price</u>	<u>C&amp;NW</u> <u>Car No.</u>	<u>Purchase</u> <u>Price</u>
9063	\$5,265.69	9157	\$5,245.93	9245	\$5,265.69
9065	5,265.69	9159	5,245.93	9247	5,265.69
9067	5,265.69	9161	5,245.93	9249	5,265.69
9069	5,265.69	9163	5,265.69	9251	5,265.69
9071	5,265.69	9165	5,265.69	9253	5,265.69
9073	5,265.69	9167	5,265.69	9255	5,265.69
9075	5,265.69	9169	5,265.69	9257	5,265.69
9079	5,265.69	9171	5,265.69	9259	5,265.69
9081	5,265.69	9173	5,265.69	9261	5,265.69
9085	5,265.69	9175	5,265.69	9263	5,265.69
9087	5,245.93	9177	5,265.69	9265	5,265.69
9089	5,265.69	9181	5,265.69	9267	5,265.69
9091	5,265.69	9183	5,265.69	9269	5,265.69
9093	5,265.69	9185	5,265.69	9271	5,265.69
9095	5,265.69	9187	5,265.69	9273	5,265.69
9097	5,265.69	9189	5,265.69	9275	5,265.69
9099	5,265.69	9193	5,265.69	9277	5,265.69
9103	5,245.93	9195	5,265.69	9279	5,265.69
9105	5,245.93	9197	5,265.69	9281	5,265.69
9107	5,245.93	9199	5,265.69	9285	5,265.69
9109	5,245.93	9201	5,265.69	9287	5,265.69
9113	5,245.93	9203	5,265.69	9289	5,265.69
9115	5,265.69	9205	5,265.69	9291	5,265.69
9117	5,265.69	9207	5,265.69	9293	5,265.69
9119	5,265.69	9211	5,265.69	9295	5,265.69
9121	5,265.69	9213	5,265.69	9297	5,265.69
9123	5,265.69	9215	5,265.69	9299	5,265.69
9127	5,265.69	9217	5,265.69	9303	5,265.69
9131	5,265.69	9221	5,265.69	9305	5,265.69
9135	5,265.69	9225	5,265.69	9307	5,265.69
9137	5,265.69	9227	5,265.69	9309	5,265.69
9139	5,265.69	9229	5,485.92	9313	5,265.69
9141	5,265.69	9231	5,265.69	9315	5,265.69
9143	5,265.69	9233	5,265.69	9317	5,265.69
9147	5,265.69	9235	5,265.69	9319	5,265.69
9149	5,265.69	9237	5,265.69	9321	5,265.69
9151	5,245.93	9239	5,265.69	9323	5,265.69
9153	5,245.93	9241	5,265.69	9325	5,265.69
9155	5,265.69	9243	5,265.69	9327	5,265.69